



B-173052

August 14, 1973

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Commander John C. Roach, USN
SSAN 026-16-2229
Bureau of Naval Personnel
Pers B1402b Room 3731
Washington, D.C. 20370

Dear Commander Roach:

Further reference is made to your letter dated February 4, 1973, requesting further consideration of your claim for reimbursement for costs which you incurred for the storage of your household goods subsequent to April 13, 1971, and for related accessorial services during the period December 27, 1971, to January 10, 1972.

This matter was the subject of a settlement by our Transportation and Claims Division dated February 1, 1973, which disallowed your claim for the reason that under provisions of the Joint Travel Regulations authorized storage of household goods may be converted from non-temporary to temporary storage subject to the limitations therein imposed, and in the absence of other provisions in the Joint Travel Regulations, no additional storage of your household goods converted from nontemporary to temporary storage is authorized at Government expense prior to issuance of orders directing another permanent change of station.

The record in your case shows that by BUPERS Order No. 088041, dated August 27, 1970, you were assigned on a permanent change of station to sea duty aboard the U.S.S. ENTERPRISE (CVAN-65), home port, Alameda, California, with temporary duty en route, your detachment date to be directed in October 1970. By first endorsement to those basic orders, dated October 13, 1970, you were detached from your old permanent duty station, the U.S. Naval Air Station, Brunswick, Maine, and ordered to carry out the remainder of your basic orders.

Apparently you were advised that suitable Government quarters at the home port of the U.S.S. ENTERPRISE, Alameda, California, would not be available for approximately 18 months and on October 13, 1970, your household goods were placed in nontemporary storage in Lewiston, Maine, in lieu of shipment to your new duty station, Alameda, California, pursuant to shipping officer's authorization, NAS, Brunswick, dated September 17, 1970.

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The record shows that you and your wife established temporary residence in Alameda while you were aboard ship in a Pacific deployment. While so deployed, you say that suitable base housing became available in November 1971 for your occupancy in December 1971. On November 19, 1971, at your wife's request, the storage of your household goods was converted from nontemporary to temporary and arrangements were made to ship the goods from temporary storage in Lewiston, Maine, to your new Government quarters, NAL, Alameda, California, with the anticipated delivery date to be on or before December 23, 1971.

The goods were shipped on December 9, 1971, arriving at destination on December 27, 1971, and since no one was available to receive these goods (Mrs. Roach being away from the area, as she had advised the Naval Supply Center, Oakland, California, previously) they were placed in storage at your expense until Mrs. Roach returned and arranged for delivery on January 10, 1972.

You concede your responsibility for the excess storage charges incurred in Lewiston, Maine, but contend that you should not be obligated to bear the cost of storage and accessorial costs incurred from December 27, 1971, when the goods arrived at destination and were placed in storage until January 10, 1972, when your wife was able to accept delivery, on the basis that you did not willfully incur such costs. You express the belief that an extra effort should be made by those involved with the movement of household effects to protect the interests of the dependants left behind when the head of the household is not available in situations like yours.

The liability of the Government for the cost of transporting a member's household goods is limited to that provided by law and regulations. Section 406(b) of title 37, United States Code, provides for the transportation (including packing, crating, drayage, temporary storage, and unpacking) of household goods, or reimbursement therefor, of members of the uniformed services in connection with ordered changes of station as prescribed in regulations promulgated thereunder.

In this connection, Chapter 8, Part C, of Volume 1 of the Joint Travel Regulations authorizes the storage of household goods on a temporary or a nontemporary basis.

Nontemporary storage of household goods was authorized in your case and under the provisions of paragraph M8101-7 of the regulations, such storage of household goods is considered to be in lieu of shipment. However, paragraph M8101-8 provides that nontemporary storage may be converted to temporary storage for the purpose of shipping the goods

under the member's orders, at the member's request and upon the approval by the service concerned, with the costs of such conversion being at Government expense. However, that paragraph further provides that in such a case,

"* * * any storage costs accruing for periods in excess of 180 days will be borne by the member. Unless otherwise provided in this Chapter, no additional storage of the household goods converted from non-temporary to temporary storage at Government expense is authorized at Government expense prior to issuance of further permanent change-of-station orders."

Thus, based on the provisions of the regulations cited, upon conversion of your household goods from nontemporary to temporary storage, your maximum storage entitlement at Government expense is limited to the first 180 days of storage and any temporary storage costs incurred subsequent to that period is not authorized either at the point of origin, in transit or at destination.

The shipping officer made appropriate and timely arrangements for the conversion of the storage of your household goods from nontemporary to a temporary basis and for the shipment of the goods out of storage. There was delay incurred by the carrier in delivering the shipment to your quarters in Alameda, California. However, the necessary arrangements for immediate acceptance of household goods at destination or the temporary storage of such goods are the responsibility of the member and storage or other charges incurred because the shipment was not accepted promptly by the member must be borne by him. In this regard, the administrative report from the Commanding Officer, Naval Supply Center, Oakland, California, dated September 11, 1972, states in part:

"On the afternoon of 22 December [1971], this office received a telephone call from Mrs. Roach advising that the shipment had not arrived and she was making plans to go out of town. She was advised by this office that the shipment could arrive on 23 December, the date promised by the carrier. She was also advised that if the shipment had to be placed in storage, because she was not available to accept it, the Navy could not pay storage charges and the delivery into the storage warehouse would terminate Navy responsibility for delivery.

"The shipment arrived on 27 December 1971, and Mrs. Roach was not available to accept it, so the shipment was placed in storage at the owner's expense."

Since no one was at your destination address on the date that your household goods were delivered, the shipping officer made the only plausible and responsible arrangement that could be made in the circumstances, that is, the placement of your household goods in temporary storage at destination, at your expense, pending your wife's return.

Accordingly, as there exists no legal basis upon which we may allow your claim, the disallowance of your claim for reimbursement by our Transportation and Claims Division is sustained.

Sincerely yours,

PAUL G. DEMBLING
For the Comptroller General
of the United States